

LANCASTER COUNTY

COUNTY - CITY BUILDING Telephone: (402) 441-7410
LINCOLN, NEBRASKA 68508 FAX : (402) 441-6513
BOARD OF COMMISSIONERS

IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS

REQUEST FOR PROPOSALS SPECIFICATION NO. 03-147

Lancaster County intends to enter into a contract and invites you to submit a sealed proposal for:

PROVIDING VENDING SERVICES FOR LANCASTER COUNTY CORRECTIONS

MEETING OR EXCEEDING LANCASTER COUNTY'S SPECIFICATIONS

A pre-proposal conference will be held at the Lancaster Correctional Facility, 4420 NW 41st Street, at 9:00 A.M., Thursday, May 22nd, 2003.

Sealed Proposals will be received by Lancaster County, Nebraska on or before 12:00 noon Wednesday, **June 04, 2003** in the office of the Purchasing Agent, Suite 200, "K" Street Complex (SW Wing), located at 440 South 8th Street, Lincoln, Nebraska 68508. Only the names of responding proposers will be publicly read in the conference room located on the First Floor of the "K" Street Complex.

Proposers should take caution if U.S. mail or mail delivery services are used for the submission of response. Mailing should be made in sufficient time for response to arrive in the Purchasing Division, prior to the time and date specified above. **Late proposals will not be considered.**

COMMISSIONERS

DEB SCHORR * LARRY HUDKINS * RAY STEVENS * BERNIE HEIER * BOB WORKMAN

KERRY EAGAN, Chief Administrative Officer

SEALED RFP SPECIFICATION NO. 03-147

BID OPENING TIME: 12:00 NOON
DATE: Wednesday, June 04, 2003

ADDENDA RECEIPT: The receipt of the addenda to the specification number ____ through ____ is hereby acknowledged. Failure of any bidder to receive any addenda or interpretation shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

PROPOSED PRICE SCHEDULE

1. List in the space provided the single, firm fixed percentage of the GROSS REVENUES you are offering to pay to Lancaster County Corrections Department as a **commission %**.

MONTHLY PERCENTAGE OFFERED: _____%

2. List in the space provided the **guaranteed annual minimum commission (GAMC)** amount which you agree to pay to the Lancaster County Corrections Department annually.

ENTER AMOUNT OF "GAMC" OFFERED: \$_____/YR.

NOTE: Offering a range of percentages / dollar amounts instead of a single firm, fixed percentage / dollar amount for the above (1. & 2.) will result in your offer being REJECTED.

CONTRACT PERIOD & OPTION TO EXTEND

3. The County intends to enter into a contract agreement with the Successful Proposer for a three (3) year term. The monthly commission percentage and minimum annual dollar amount provided shall be paid as agreed during the contract period and includes all costs of labor , materials, equipment, and supplies as requested herein. All pricing and percentages must remain firm for the full three (3) year period (36 consecutive months) from the ratification of the contract document.

Do you understand and concur? _____ YES _____ NO

4. The County is also interested in an option to renew for one (1) additional three (3) year period (offer to renew will be mutually determined at the conclusion of the initial contract term). All terms and conditions of the renewal period will be identical to the original contract period, unless mutually agreed upon via the standard contract addendum process.

Will you consider the renewal offer, as described herein,
if extended by the County? _____ YES _____ NO

5. Enclose the following information with your bid response:

- 5.1 A list of all snack and beverage items offered along with the vend price.
- 5.2 A list of the number and type of machine along with the utility requirements.
- 5.3 A list of any voluntary "Value Added" offering
- 5.4 Fill out the attached reference listing.

**NOTE: RETURN 6 COMPLETE COPIES OF BID OFFER AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS: SEALED BID FOR SPEC. NO. 03-147**

The undersigned signatory of the bidder represents and warrants that he has full and complete authority to submit this offer to Lancaster County, and to enter into a contract if this offer is accepted.

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE

ZIP CODE

(Title)

TELEPHONE NO.

(Date)

FAX NO.

**EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER**

REFERENCES

VENDING SERVICES FOR COUNTY CORRECTIONS

YOUR FIRM NAME: _____

1. Company Name: _____
Company Address: _____
City/State/Zip: _____
Contact Name: _____ Phone: _____

Service agreement began: _____ Expires (if appropriate): _____
Number of vending machines installed: _____ Type: _____
_____ Type: _____
_____ Type: _____

COMMENTS: _____

2. Company Name: _____
Company Address: _____
City/State/Zip: _____
Contact Name: _____ Phone: _____

Service agreement began: _____ Expires (if appropriate): _____
Number of vending machines installed: _____ Type: _____
_____ Type: _____
_____ Type: _____

COMMENTS: _____

3. Company Name: _____
Company Address: _____
City/State/Zip: _____
Contact Name: _____ Phone: _____

Service agreement began: _____ Expires (if appropriate): _____
Number of vending machines installed: _____ Type: _____
_____ Type: _____
_____ Type: _____

COMMENTS: _____

INSTRUCTIONS TO PROPOSERS

LANCASTER COUNTY, NEBRASKA
PURCHASING DIVISION

1. PROPOSAL PROCEDURE

- 1.1 Proposer shall submit six (6) complete sets of the RFP documents and all supporting material. Any interlineation, alteration or erasure on the specification document shall be initialed by the proposer. Proposer shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on Proposer's letterhead and firmly attached to the response/offer document.
- 1.2 *Proposed prices shall be submitted on the Proposal Form included in a separate sealed envelope with the RFP number and/or description clearly marked on the outside of the envelope.*
- 1.3 Each RFP must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the Proposer; and be signed in ink by the Proposer.
- 1.4 Response by a firm / organization other than a corporation must include the name and address of each member.
- 1.5 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.6 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.7 Proposals received after the time and date established for receiving offers will be rejected.

2. EQUAL OPPORTUNITY

- 21 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. DATA PRIVACY

- 31 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the County harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

4. PROPOSER'S REPRESENTATION

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.

- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work and has correlated the observations with the requirements of the RFP.

5. INDEPENDENT PRICE DETERMINATION

- 5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

6. SPECIFICATION CLARIFICATION

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 6.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the County; proposers shall not rely upon oral interpretations.

7. ADDENDA

- 7.1 Addenda are written instruments issued by the County prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Addenda will be mailed or delivered to all who are known by the County to have received a complete set of specification documents.
- 7.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 7.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

8. EVALUATION AND AWARD

- 8.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 8.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time/ date established for receiving offers, and each proposer agrees in submitting an offer.
- 8.3 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the County has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 8.4 A committee will be assigned the task of reviewing the proposals received.
 - 1. The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
 - 2. The committee may also require a site visit or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 8.5 The RFP will be awarded to the most responsible proposer whose proposal will be most advantageous to the County, and deemed will best serve their requirements.
- 8.6 The County reserves the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers; such as shall best serve the requirements and interests of the County.

9. TERMINATION/ASSIGNMENT

- 9.1 The County may terminate the Contract if the Contractor:
 - 1. Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide complete needs assessment as requested.
 - 2. Disregards laws, ordinances, or regulations or orders of a public authority having jurisdiction over the Contract.
 - 3. Otherwise commits a substantial breach of any provision of the Contract Document.
- 9.2 *By mutual agreement both parties of the contract agreement*, upon receipt and acceptance of not less than a one hundred twenty (120) calendar days written notice, the contract may be terminated on an agreed upon date, prior to the end of the contract period, without penalty to either party.
 - 1. Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, the County shall pay Contractor in accordance with this section.
 - 2. Upon such termination, the obligations of the Contract shall continue as to options of the work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.
- 9.3 In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee for the benefit of creditors,

of the property of the Contractor, the County may cancel this contract or affirm the contract and hold the Contractor responsible for damages.

- 9.4 The contract established as a result of this RFP process shall not be transferred to/or assigned without prior written consent of the County Board of Commissioners.

10. INDEMNIFICATION

- 10.1. The proposer shall indemnify and hold harmless the County, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the proposer, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 10.2 In any and all claims against the County or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 10.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

11. TERMS OF PAYMENT

- 11.1 Unless other specification provisions state otherwise, payment in full will be made by the County within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

12. LAWS

- 12.1. The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

SPECIFICATIONS

VENDING SERVICES FOR LANCASTER COUNTY CORRECTIONS

1. **SCOPE OF THE PROJECT:** Lancaster County Corrections (hereinafter referred to as the County or Corrections) is interested in contracting with a Vending Services Firm (hereinafter referred to as Contractor or Proposer/Provider) to install and manage vending machines at the two Correctional facilities listed below:

Lancaster County Corrections
(Maximum security jail)
605 So. 10th Street
Lincoln, NE 68508

Lancaster Correctional Facility (LCF)
(Minimum security & work release)
4420 N.W. 41st Street
Lincoln, NE 68524

- 1.1 *Prices shall be contained to a reasonable amount at or below suggested retail, **(please offer a firm fixed price on soda pop in your proposal which may extend the original 3 year term of the agreement)** and a wide variety of foods and beverages to be provided to the public, staff and inmate population using the machines.*
- 1.2 Inmates in the maximum-security facility on 10th Street will not have access to any vending.
 - 1.2.1 Vending machines at the 10th Street facility will be accessible 24 hours per day, 7 days per week for use by corrections employees, public attending court hearings, and visitors to the inmate population.
 - 1.2.2 The maximum-security jail on 10th Street has a capacity of 237 inmates, average daily population sampling is as follows:

09/01 - 02/03 = 261 average daily population
- 1.3 Inmates at the minimum/work release Lancaster County Facility (LCF) on N.W. 41st Street will have full access of the vending machines at the following times:

Sun.-Thurs.:	5:30 a.m. thru 10:30 p.m.
Fri. - Sat.:	5:30 a.m. thru 12:30 a.m.

 - 1.3.1 Average daily population for LCF is as follows:

09/01 - 02/03 = 124 average daily population
 - 1.3.2 **Cigarette smoking will be banned in the minimum security facility in the near future, so plan your bid accordingly.**
 - 1.3.2.1 Cigarettes have been sold on a small scale out of a snack vending machine in the past and are shown on the gross revenue report.

2. PRE-PROPOSAL CONFERENCE: Interested proposers are encouraged to attend a pre-proposal conference to be held at the Lancaster County Facility, (4420 N.W. 41st Street - Air Park) on Thursday, May 22nd, at 9:00 A.M.

- 2.1 The purpose of this conference is to answer and review price structure and product variety offered.
- 2.2 The vending at our maximum-security jail may be viewed at any time by interested proposers (it is located in the lobby area accessible to staff and the public).
- 2.3 Proposers are strongly encouraged to tour vending areas for both facilities and take note of the specific current vending selection.
- 2.4 The contractor will not be allowed any extra compensation by reason of any matter or thing concerning which he/she might fully have informed themselves of prior to offering their proposal.
- 2.5 Questions regarding this request should be addressed to:
Kathy Smith, Assistant Purchasing Agent
County/City Building
440 S. 8th Street
Lincoln, NE 68508
Phone: (402) 441-8309 FAX: (402) 441-6513

3. GENERAL INFORMATION: The program shall include providing, installing, and maintaining the vending system at both County Correctional Facilities.

- 3.1 A list of the contents of each machine (including brand names), proposed prices for item sold, and package volume or weight, shall be provided with your offer.
 - 3.1.1 Other products, depending on sales volume, may be substituted during the contract term for items offered in your response; however, prices shall remain the same as kindred items offered in your response.
 - 3.1.2 If no similar products are noted in the RFP response, but are added to the machine later, the prices shall be mutually agreed upon by the contractor and County Corrections.
 - 3.1.3 Contractor shall consider input from the staff at both facilities when adding or deleting items from the machines.
- 3.2 The County will furnish at its own expense all electricity and water lines used for the operation of the vending machines.

- 3.2.1 Contractor's equipment must be suitable to operate with the existing physical plant layout, utility and outlet locations, etc.
- 3.2.2 The County will not be responsible for making any improvements or modifications to the existing areas in order to accommodate the proposer's equipment.
- 3.2.3 In offering utility hookups and space the County is not assuming liability for the contractor's equipment and/or its contents.
 - 3.2.3.1 The Successful Proposer is an independent contractor and not an employee of the County.
 - 3.2.3.2 The Contractor shall be responsible for providing Worker's Compensation Insurance for any employees of the their firm who perform work under this agreement.

4. SPECIFIC INFORMATION: Attachment "A" shows the gross revenues generated at the two facilities, by type of sales, from Sept. 2001 through February 2003.

- 4.1 The "Avg Pop" column show our average daily population by facility by month.
- 4.2 Our average monthly gross income off the sale of all categories of vending listed is \$11,116.00.
- 4.3 Vending machines located at the maximum-security jail on 10th Street are as follows:
 - 1 ea. soda pop machine, including: Coke & Pepsi products
 - 1 ea. cold product machine, including: sandwiches, 20 oz. Coke and Pepsi products
 - 1 ea. snack machine, including: chips, crackers, cookies, microwave popcorn, candy bars, peanuts, breakfast sweets, and gum
- 4.4 Vending machines located at the minimum-security work release facility are as follows:
 - 3 ea. snack machines, including: chips, crackers, cookies, micro wave popcorn, candy, etc. One of these snack vending machines shall include a small frozen food section containing ice cream treats.
 - 3 ea. soda pop machines, including: 1 each 16 oz. cans, 2 each 20 oz bottles.
 - 2 ea. refrigerated items machines, including: sandwiches, pickles, meats, milk and juices.
 - 2 ea. coffee machines, including: coffee and hot chocolate assortments

NOTE: this machine deleted 1 ea. cigarette machine, including: a variety of brands

- 4.4.1 The existing equipment is located in one centralized vending area.
 - 4.4.2 Any expansion of vending at this facility is limited to this one centralized area (there may be space to add one additional sandwich machine).
 - 4.4.2.1 Ice and a microwave are available in the central vending area.
- 4.5 The Contractor must provide a bill changer capable of changing \$1, \$5, \$10, and \$20 bills at the minimum-security facility
- 4.6 On occasion, specialty items may be requested by the Contract Administrator to be included in the vending machines at LCF.
 - 4.6.1 Currently, such items include ping-pong ball and AA batteries.
 - 4.6.2 This list of specialty products may expand to include small size hygiene items such as shampoo, toothpaste, etc.
- 5. **SERVICE REQUIREMENTS:** The Contractor shall furnish all materials, supplies, and labor required in the operation of the agreement at their own expense.
 - 5.1 Servicing of machines and related equipment repair service shall be of the same quality offered to the retail segment of your trade.
 - 5.2 Machines damaged by vandalism, accident, or natural occurrences shall be replaced at Contractor's expense within twenty-four (24) hours of notification.
 - 5.2.1 The Contractor shall keep all machines and related equipment in working order at all times.
 - 5.3 Machines shall be located within the specified locations at the direction of the Superintendent in charge of the facility.
 - 5.3.1 Security considerations shall take priority in all areas of this project.
 - 5.3.1.1 The County reserves the right to refuse access to the Contractor's employees based on criminal history or security issues.
 - 5.3.2 Contractor will schedule all re-stocking, repairs and maintenance of the equipment in advance with the Superintendent of each facility.
 - 5.3.2.1 Adequate restocking is a great concern to the County to ensure that inmates and the public are given full opportunity to purchase vending products.
 - 5.3.2.2 Items stocked at the minimum-security facility (LCF) must be approved by the Superintendent prior to filling the vending machines for security reasons.
 - 5.3.3 Proper cleaning and sanitizing of the machines is essential, particularly machines vending open liquids, such as coffee products.

5.3.3.1 Contractor shall provide all vending services in strict compliance with all the ordinances of the City and County and laws of the State of Nebraska, as well as any local Health Department standards, now and hereafter in effect during the term of this agreement.

6. COMMISSION PAYMENT REQUIREMENTS: The Contractor shall maintain an accurate, verifiable recording and tracking system, acceptable to Corrections for substantiating commission payments.

- 6.1 The Contractor shall pay commission monthly on all completed transactions, based on *GROSS REVENUES*.
 - 6.1.1 GROSS REVENUES: Shall be defined as the total revenue earned from all sales of vending products, without any allowance or deduction for operational costs, taxes (**other than NE sales tax**), equipment charges, or other fees, expenses, or payments to suppliers.
 - 6.1.2 Commission payments on gross revenues for the calendar month shall be paid monthly by the 15th of the month for the preceding calendar month; and any balance remaining unpaid upon termination of this agreement shall be paid within fifteen (15) days after date of such termination.
 - 6.1.3 A 10% per month late fee will be assessed by the County for payments not received by the 15th of the following month.
- 6.2 Contractor shall Guarantee an Annual Minimum Commission (GAMC) dollar amount which shall be clearly stated in his/her submitted proposal.
 - 6.2.1 For the purpose of calculation the time period used shall include the twelve (12) consecutive months immediately following the date the contract is ratified by the County Board of Commissioners, and the amount of commission paid shall be the sum of all monthly commission amounts earned and due the County during this time period whether or not Contractor has actually completed the payment to the County.
- 6.3 The Commission percentage and the Guaranteed Annual Minimum Commission (GMAC) shall be firm and fixed for the duration of the contract period and any extensions thereof.
 - 6.3 The Lancaster County shall not pay nor be liable for any costs.
- 6.4 Payments shall be delivered to:
 - Lancaster County Corrections Department
 - 605 So. 10th Street
 - Lincoln, NE 68508
 - c/o Liz Thanel, Business Manager

- 6.4.1 Monthly payments can be made as one lump sum covering all machines at both locations; however, such lump sum payments must be accompanied by a statement similar to "Attachment A", showing gross revenues at each location by type of sales.
- 6.4.2 The calculation of the commission/GMAC shall be documented on the statement which accompanies the payment.
- 6.4.3 The County reserves the right to inspect the financial records of the Successful Contractor, at any time throughout the term of the agreement for verification of compliance.

7. AWARD CRITERIA: The following criteria will be considered when evaluating and awarding this proposal request:

- 7.1 Proposer's proven ability to provide similar vending service programs.
- 7.2 Variety of items listed in the Proposer's response.
- 7.3 The Price charged for items offered.
- 7.4 The percentage of commission offered to the County.
- 7.5 Guaranteed annual minimum commission offered to the County.
- 7.6 **Any additional value added offerings for products, commissions, services and/or enhancements to the Corrections Department.**

8. TRANSITION PLAN: Successful contractor must ensure smooth transition from current provider (Perfect Cup Vending) and work closely to schedule replacement of existing equipment to new systems in order to limit downtime.

9. ASSIGNMENT AND CANCELLATION: This agreement shall not be assigned by the Successful Contractor without express written permission of the County.

- 9.1 The County may terminate the contract for cause if the Contractor:
 - 9.1.1 Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide complete vending service.
 - 9.1.2 Fails to make payments to the County for commissions or is continuously late with commission payments.
 - 9.1.3 Fails to make payments to suppliers or subcontractors for materials and/or labor in accordance with the respective agreements between the contractor and subcontractors.
 - 9.1.4 If the Contractor's or Subcontractor's employees commit a breach of facility security rules.
 - 9.1.5 Otherwise commits a substantial breach of any provision of the contract agreement.
- 9.2 *By mutual agreement both parties of the contract agreement*, upon receipt and acceptance of not less than sixty (60) calendar days written notice, the contract may be terminated on an agreed upon date, prior to the end of the contract period, without penalty to either party.
 - 9.2.1 Upon such termination, the Contractor shall pay the County the full commission amount due as a result of all vending transactions properly completed using the equipment placed on County property, to the date of termination and not previously paid to the County.

10. PROVIDE WITH YOUR RESPONSE: Include with your response the following information:

- 10.1 Number of machines proposed at each location, specific contents of each machine (including brand names), the package weight, and all prices charged for each item sold.
- 10.2 Any and all exceptions to the requirements, conditions, specifications, or other provisions of the RFP must be in writing and attached as an exhibit to your proposal response.
 - 10.2.1 Detail your exceptions and clarifications on your firms letterhead and clearly label as follows: "EXCEPTIONS & CLARIFICATIONS OF THE RFP REQUIREMENTS", attach a copy to each proposal response.
- 10.3 Any and all value added offerings, presented in the offer for additional, products, commissions, services and facility enhancements, etc.

INSURANCE CLAUSE

FOR ALL COUNTY CONTRACTS

The Contractor shall indemnify and save harmless, to the fullest extent allowed by law, Lancaster County, Nebraska from and against all losses, claims, damages and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death or injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by LANCASTER COUNTY, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

- A. Workers' Compensation Insurance and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. Coverage shall be provided by an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Contractor.

Workers' Compensation - Required limits:

Coverage A - Coverage will include Statutory requirements

Coverage B - Employers Liability

\$100,000 Each Person

\$100,000 Each Person by Disease

\$500,000 Policy Limit - Disease

- B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, Commercial General Liability Insurance, naming and protecting him and Lancaster County against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The insurance requirements are:

Commercial General Liability (form CG0001 or equivalent) with limits of:

\$1,000,000 Each Occurrence

\$1,000,000 Personal Injury

\$2,000,000 Products/Completed Operations

\$2,000,000 General Aggregate

and:

- A. Coverage shall include Contractual Liability coverage insuring the contractual exposure as addressed in this contract.
- B. There shall be no exclusion or limitation for the Explosion (X), Collapse (C) and Underground (U) hazards.

- C. Coverage shall also include Products/Completed Operations.
 - D. **Lancaster County shall be named as Additional insured (CG2010 or equivalent).**
 - E. The Commercial General Liability coverage shall be endorsed with the Designated Construction Project(s) General Aggregate Limit endorsement (CG 25 03 or equivalent).
- C. Automobile Liability Insurance: The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the operations of any owned, hired, or now-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:
- | | |
|-----------------------------------|---------------------------------|
| Bodily Injury and Property Damage | 1,000,000 Combined Single Limit |
|-----------------------------------|---------------------------------|
- D. Builder's Risk Insurance: **(For Building Construction Contracts Only)** Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide coverage for all direct physical loss (also known as "Special Causes of Loss"). Such insurance shall be written on a Replacement Cost basis covering such building in the amount equal to one-hundred percent (100%) of the contract amount (minimum) as specified herein. Losses, if any, shall be made payable to LANCASTER COUNTY and Contractor as their interest may appear. A certificate of insurance evidencing such insurance coverage shall be filed with LANCASTER COUNTY by the time work on the building begins and such insurance shall be subjected to the approval of LANCASTER COUNTY.
- E. Minimum Scope of Insurance: All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has A.M. Best's Rating of no less than A:VII unless specific approval has been granted by LANCASTER COUNTY.
- F. Certificate of Insurance: All Certificates of Insurance shall be filed with LANCASTER COUNTY on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance, coverage modifications and endorsements required by the preceding Sections A, B, C, D and showing LANCASTER COUNTY is an additional insured where required. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide LANCASTER COUNTY thirty days, notice of cancellation non-renewal or any material reduction of insurance coverage.

The original certificate shall be provided to Lancaster County as designated and a copy to: Office of Risk Management, Lancaster County (555 So. 9th Street, Lincoln, NE 68508)

ATTACHMENT "A"

SNACK FOOD VENDING SERVICES AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2003, by and between _____, hereinafter referred to as **CONTRACTOR**, AND **LANCASTER COUNTY** hereinafter referred to as **COUNTY**.

WHEREAS, the COUNTY wishes to engage CONTRACTOR in accordance with the terms and conditions herein to provide certain snack food vending services; and

WHEREAS, CONTRACTOR desires to perform said services for the COUNTY in accordance with the terms and conditions hereby provided;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Contractor shall pay to the COUNTY an amount equal to _____ percent (____%) of gross revenue derived from such snack food vending services.

- 1.1 Calculations shall be based on gross revenue receipts prior to payment of sales tax.

- 1.2 Payments shall be made to the COUNTY monthly, on or before the fifteenth (15th) day of each month for the preceding calendar month; and any balance remaining unpaid upon termination of this agreement shall be paid within fifteen (15) days after date of such termination.

- 1.3 An additional ten (10%) percent per month late fee will be applied to any late payments not received by the fifteenth (15th) day of any month.

- 1.4 Payments shall be delivered to Lancaster County Corrections Department, 675 So. 10th Street, Lincoln, Nebraska.

- 1.5 Monthly payments can be made as one lump sum covering all locations; however, such lump sum payments must be accompanied by a statement showing gross revenue of each location.

- 1.6 The COUNTY may inspect the financial records of the Contractor as pertains to this agreement at any time.

2. Snack food vending machines shall be provided by the contractor at the following Correctional Department locations:

- 2.1 Locations listed below shall require machines twelve (12) months per year:

	<u>LOCATION</u>	<u>ADDRESS</u>	<u># MACHINES</u>
2.1.1	Maximum Security Jail - Lobby	605 So. 10 th Street	Min. 3
2.1.2	Lancaster County Facility - LCF	4420 N.W. 41 st Street	Min. 10

3. Machines shall dispense a variety of selections, to be agreed upon between the contractor and the COUNTY and the selections shall be attached to this agreement.

- 3.1 All machines shall be self-contained and shall have coin change capability.

4. The COUNTY will furnish all electricity used for these operations.
5. Contractor shall furnish all materials, supplies and labor required in the operation of the agreement at his own expense.
6. Servicing of machines with snack packages and related equipment repair service shall be of the same quality offered to the retail segment of trade.
 - 6.1 Machines damaged by vandalism, accident, or natural occurrences shall be replaced at contractor's expense within twenty-four (24) hours of notification.
7. Hours of operation shall be those during which the facilities agree with contractor.
8. Machines shall be located within or about the specified building at the direction of the supervisor in charge of the facility.
9. The vending price at all facilities covered by this agreement shall not exceed normal retail prices.
10. Contractor shall provide snack food vending services strictly in compliance with all the ordinances of the COUNTY and laws of the State of Nebraska now and hereafter in effect during the term of this agreement.
11. Contractor shall provide general liability insurance in the amount of \$2,000,000.00 combined single limit for products liability insurance, property damage insurance and personal injury insurance.
 - 11.1 Contractor shall name the COUNTY as additional insured as pertains to the performance of this agreement.
 - 11.2 The insurance policies shall insure the COUNTY from any and all demands, claims, causes of action at law or in equity resulting from the performance of these services.
 - 11.3 Contractor agrees to indemnify and save harmless the COUNTY from any and all demands, claims, causes of action at law or in equity arising out of the performance of these services.
 - 11.4 Contractor shall provide Worker's Compensation Insurance for any employees of the Contractor who perform any work under this agreement.
 - 11.5 Contractor shall provide the COUNTY with certification of such insurance, subject to the approval of the County Attorney.
12. This agreement shall not be assigned by Contractor except upon the express written permission of the COUNTY.
13. Contractor agrees to fulfill and perform all obligations contained in the contract document which references and incorporates the County Specifications, County Insurance Requirements for all Contracts, Contractor's accepted proposal, any addendums, attachments and clarifications including price and/or services negotiations.
14. It is agreed that the contractor shall not be considered an employee of the County for any purpose, but shall be an *independent contractor* for all purposes and *in all situations*.
 - 14.1 As an independent contractor, the contractor shall be responsible for all required reporting and income and payments of taxes required by the Federal, State, or Local statutes including, but not limited to: payments required under the Federal Insurance Contribution Act, Income tax, withholding and periodic

payment of estimated taxes, and payments required under the Federal Unemployment Tax Act, and any applicable State and Local sales, use or income taxes.

14.2 Each party shall be responsible for its own negligence and the negligence of its employees.

15. This agreement may be terminated at any time by either party hereto upon thirty (30) days written notice.

The term of this agreement shall be three (3) years, _____, 2003 through _____, 2006, with options to renew in writing for one additional three (3) year term, beginning _____, 2006.

EXECUTION BY LANCASTER COUNTY, NEBRASKA

CONTRACT APPROVED AS TO FORM:

COUNTY OF LANCASTER, NEBRASKA:

(Lancaster County Attorney)

(Chairperson, Board of Commissioners)

EXECUTION BY CONTRACTOR

IF A CORPORATION:

IF OTHER TYPE OF ORGANIZATION:

ATTEST:

Name of Corporation

Address

(SEAL)

By: _____

Duly Authorized Official

Secretary

Legal Title of Official